

**SWORN STATEMENT IN PROOF OF LOSS**  
**UNALLOCATED ADVANCE PAYMENT**

<u>\$400,000,000 (as sublimited)</u>	<u>See Schedule A</u>
Amount of Policy at Time of Loss	Policy Number
<u>September 15, 2005</u>	<u>Houston, TX</u>
Date Issued	Agency at
<u>August 1, 2009</u>	<u>Willis</u>
Date Expires	Agent

To the various Insurers, Underwriters, Names and syndicates at Lloyds London and all insurance companies, wherever located, that either issued or severally subscribed, each in its own proportionate share (further defined below as "Insurers"), to each and all of those certain policies issued pursuant to a quota share insurance program between Insured (as further defined below) and Insurers as is set forth more fully on attached Schedule "A".

At the time of loss, by the above indicated policies of insurance you insured Sempra Energy, Cameron LNG ("Principal Insured"), and Aker Kvaerner/IHI ("Insured") against Construction All Risks of direct physical loss or damage except as excluded or limited with respect to the construction of the Cameron LNG Receiving Terminal Project according to the terms and conditions of the said policies and all forms, endorsements, transfers and assignments and attachments thereto.

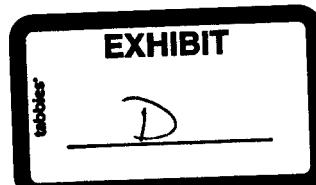
1. **Time and Origin:** Named Windstorm losses arising out of Hurricane Ike's landfall and storm surge the hour of 2:10 a.m., on the 13<sup>th</sup> day of September, 2008.
2. **Occupancy:** The locations described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: The Cameron LNG Receiving Terminal Project located in Hackberry, Louisiana.
3. **Title and Interest:** At the time of the loss the interest of your Insured in the property described herein was as intended. No other person or persons had any interest therein or encumbrance thereon except: None
4. **Changes:** Since the said policies were issued there has been no assignment thereof, or change of interest, use occupancy, possession, location or exposure of the property described, except: No exceptions.
5. **Total Insurance:** The total amount of insurance applicable to the aforementioned loss upon the property described by these policies and which is applicable to the loss presented under these policies was at that time of loss, USD \$400,000,000.00, subject to applicable sublimits as set forth in the policies, and as more particularly specified in the apportionment attached under Schedule "A", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

<u>6. The Actual Cash Value of said property at the time of the loss was</u>	<u>N/A</u>
<u>7. The Whole Loss and Damage was</u>	<u>To be determined</u>
<u>8. The partial Amount Claimed for purposes of an advance payment under the policies identified in Schedule "A" is</u>	<u>USD \$1,000,000.00</u> <u>Unallocated Advance Payment</u>

9. **Deductible:** The applicable deductible at the time of loss has been established at USD \$9,000,000.00.

10. **Payment:** The unallocated advance payment set forth herein shall be paid by check or wire transfer to Sempra Energy and/or Cameron LNG as Loss Payee pursuant to the provisions of General Conditions, Section 11, of the policies by each Insurer based on its quota share percentage as set forth in Schedule "A". There is no other Loss Payee or anyone else entitled to the proceeds of the payment according to the policy terms and conditions.

The said loss did not originate by any act, design or procurement on the part of the Principal Insured, or this affiant, nothing has been done by or with the privity or consent of the Principal Insured or this affiant, to violate the



conditions of the policies, or render them void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said Insurers, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this proof or the preparation of proofs by a representative of the Insurers identified in Schedule "A" is not a waiver of any of their rights.

The undersigned Principal Insured acknowledges that the adjustment of the loss has not been completed, and that, in consideration of the Insurers agreeing to consider making an interim payment prior to the final adjustment of the loss, agrees that payment of any amounts in respect of this Proof of Loss are subject to the following conditions: (1) any amounts paid in respect of this Proof of Loss are without prejudice to any of the Insurers' rights under the policy or otherwise, and that making of any such payment shall not constitute an admission of liability or a waiver of any rights; and (2) any amounts paid in respect of this Proof of Loss are not allocated to any particular category of loss covered under the policies, and upon adjustment of the loss, the Insurers at their sole discretion will be entitled to allocate all payments previously made to covered categories of loss.

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

State of: California

Country of: San Diego

Insured: Sempra Energy

By: Will B. Keller

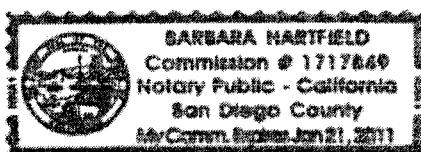
Name: William B. Keller

Title: Vice President, E&C

Subscribed and sworn to before me this 1st day of June 2009.

Barbara Hartfield  
Notary Public

(seal)



**SCHEDULE A**

**to**  
**SWORN STATEMENT IN PROOF OF LOSS**

**UNALLOCATED PARTIAL PAYMENT**

<b>Insurers</b>	<b>Policy Number</b>	<b>%</b>	<b>Payment in USD</b>
National Union Fire Ins. Co. of Louisiana	ST-260-9712	30%	300,000.00
AEGIS Ins. Services, Ltd.	L0022B1A05	18%	180,000.00
Allianz Global Risks US Ins. Co.	ATO 3006580	17%	170,000.00
Commonwealth Ins. Co.	NME1128	12.5%	125,000.00
Navigators Special Risk, Inc. on behalf of:	05-NSRO-1045-01	12.5%	125,000.00
Millennium Syndicate at Lloyd's #1221			
Liberty Syndicate at Lloyd's #4472			
Arch Specialty Ins. Co.	CAR0009987-00	10%	100,000.00
<b>TOTAL</b>		<b>100%</b>	<b>USD1,000,000.00</b>